

1896-057 Chancery Causes: Pennington Gap Improvement Co] vs. George Mothner
Lee Co.

CA-Debt
T-Property

To The Hon. W. T. Miller, Judge of the Circuit Court for Lee County:-

Humbly complaining, your orator, the Pennington's Gap Improvement Company, a corporation organized under and doing business in the State of Virginia, would respectfully represent unto your honor, that on the 4th. day of May, 1891, it sold and delivered and conveyed to one George Mothner for and in consideration of the sum of \$250.00, (\$83.34 paid down, and the residue to be paid in two equal annual installments, the first due with interest from date in one year after date, and the second with like interest due in two years after said date) ~~xxx~~ one certain lot or parcel of land lying and being in the town of Pennington Gap, Lee County, Virginia, and known as lot No. 12 in block No. 9, plat no. one; that your orator made to said Mothner a deed to said lot, but reserved a vendor's lien on the same to secure the payment of said deferred payments, which deed it delivered, but the said Mothner has not had the same put upon the records of this County, so it is impossible for it to file herein a certified copy of the same. For the said deferred payments on said lot of land, the said Mothner executed to your orator his notes for \$83.33 each, which it here files for inspection marked "A & B" and prays that the same may be considered as a part of this bill. Your orator avers and charges that said notes which as aforesaid represent the deferred payments on said lot of land are not paid, or any part of either of them, but that the whole amount thereof, to-wit, the sum of \$186.66, with interest thereon from the 4th. day of May, 1891 is yet due and unpaid to your orator.

Now your orator is advised and here charges that in consideration of the foregoing premises being true, it has a first lien on said lot of land for the payment of said sum of \$186.66, and interest thereon as aforesaid, which is capable of being enforced only in a Court of Equity; and that there are no other liens on said lot of land than that of your orator's.

The prayer therefore of your orator is, that your honor take cognizance of its said cause of complaint; that the said Mothner be made a party defendant to this bill of complaint, and be required to answer the same on oath; that the said Mothner be decreed to pay to your orator the said \$186.66 with interest thereon from the 4th. day of May, 1891; that your orator be decreed to have a first lien on said lot of land for the said sum of money, and its interest; and that if the same be not paid, then the said lot of land be sold by a commissioner to pay the same. And that all other, further and general relief be granted your orator which the nature of its cause may require. And it will ever pray etc. May Spa. issue etc.

Pennington Bros
P. G.

Penningtons Gap
Improv. Ed.

vs. Rice & Lehan.

George Mottman

\$ 83.33

Pennington's Gap, Lee Co., Va.,

May 4th 1891

One Year

after date, with interest from date,

promise to pay to the order of Pennington's Gap Improvement Company

Eighty

three

~~33~~ DOLLARS,

negotiable and payable at

National Bank of Bristol,

being the

first

deferred installment of the purchase price of Lot No. 12,

in Block No. 9,

Plat No. 1, of the town of Pennington's Gap, and I

hereby waive the benefit of all Homestead exemptions as to this debt, and I agree that if suit is brought on this Note to enforce payment thereof, to pay Ten per cent. Attorney's fees on the amount due.

Due

May 4th 1892

Address,

Bristol Tenn.

George Mottman

"a"

\$ 83 ³³/₁₀₀

Pennington's Gap, Lee Co., Va.,

May 4 1891

Two Years

after date, with interest from date,

promise to pay to the order of Pennington's Gap Improvement Company

Eighty

three

33
100

DOLLARS,

negotiable and payable at

National Bank of Bristol,

being the

Second

deferred installment of the purchase price of Lot No. 12,

in Block No. 9,

Plat No. 4,

of the town of Pennington's Gap, and

I

hereby waive the benefit

of all Homestead exemptions as to this debt, and I agree that if suit is brought on this Note to enforce payment thereof, to pay Ten per cent. Attorney's fees on the amount due.

Due

May 4th 1893

Address,

Bristol Tenn.

George Motimer

"B"

Pennypacker Gas Imp Co. Comptd.
v.s. ³ In Chancery
Geo. Mather Defts.

This cause came on again
this day to be heard upon the former
formerly made therein & the report of
R. L. Pennypacker Special Commissioner
appointed therein to make a deed
to the Pennypacker Gas Improvement Co.
to lots No 17, in Block No. 9, in Plot
No. 1, in the town of Pennypacker Gas -
and was argued by counsel.
On consideration ^{of all} which & and
for reasons appearing to the court,
it is adjudged ordered & decreed
that the report of the said R. L. Penn-
ypacker be & the same is hereby
confirmed. & the Pennypacker Gas
Improvement Co. shall pay to the
said R. L. Pennypacker the sum of
five dollars for his services;
and there remaining nothing
further to be done in the said
cause the same is stricken
from the docket.

Quincy Gap. Sup. Co.

vs. of Secre. f. m. a.

Geo. Mothur.

Q. B. P. 337

Enter this

March. 4 1896

M. L. M.

Punnington's Gap Improvement Co., Complt
vs } In Chancery
George Mathews Defk.

This cause came on again
this day to be heard upon the papers
formerly read therein, and the report
of sales made by Court. C. H. Punnington,
and filed herein on February, 4th
1896, and there being no exceptions
filed to said report and sale, for
reasons appearing to the Court, it is
adjudged, ordered and decreed that
said report and sale to the Punning-
ton's Gap Improvement Company be
and is hereby confirmed, and that the
said Punnington's Gap Improvement
Company take and hold the lot of
land, to-wit: lot No. 12 in block
No. 9 and in the place and place of the
Town of Punnington Gap, mentioned in
said report and bill of said Complain-
ant. And it further appearing to
the Court that said purchaser of said
lot of land has paid the whole of
~~the~~ purchase money thereon, it is
ordered and decreed that S. L. Punning-
ton who is hereby appointed a special
court. for the purpose will during this
term of this Court make to said pur-
chaser a deed to said lot of land
with covenants of special warranty,
and he will file the same herein

with a report of his action. And
it appearing to the Court that the
said Comr. E. W. Pennington has in his
hands \$30⁰⁰ the amount of said
purchasers bid, he is directed
to pay the same out, First on
the costs of this suit and commis-
sions of sale and the residue if
any to said ^{myself said debt} Campbell; and it appear-
ing that after paying out said
sum of money as aforesaid there
will yet be due of said Campbell
the sum of \$166.66 with interest there-
on from the 4th day of May, 1891, ~~it~~
subject to a credit of \$3⁰⁰ as of
March 3rd, 1896, it is adjudged,
ordered and decreed that said Campbell,
recover from said defendant the
sum of \$166.66 with legal interest
thereon from the 4th day of May, 1896
till paid subject to a credit of \$3⁰⁰ as
of March 3rd, 1896, and execution
may issue thereon as if this was a
recovery at law. And this cause is
continued until ~~the to-morrow~~
the coming in of said R. C. Pennington's
report.

Pennington's Gap
Improvement Co

vs. Deane

George Motkner

O.B.P. 323

Enter this

March 4 1876

M. J. M.

Pennington Gap Improvement Co., Compl.
versus

: In Chancery.

George W. Wether

Defts.

This cause came on this day to be heard upon the bill of the complainant and exhibits therewith filed, and it appearing to the court from an inspection of the process that he had been served with process for more than ten days previous to the return day of the process, and for more than 15 days prior to the first day of this term of the court, and the said defendant failing to appear and answer or plead, upon the motion of the plaintiff ^{its} the said bill of complaint is taken for confessed: Upon consideration of all which and for reasons appearing to the court, it is adjudged, ordered and decreed that the said plaintiff recover of the said ~~complainant~~ defendant the sum of One hundred and Sixty Six Dollars and sixty six cents, with interest from the 4th day of May, 1891, until paid and the cost of this suit, for which execution may issue. And if the said sum of money with its interest and costs be not paid within thirty days from the date of this decree, then E. W. Pennington, who is hereby appointed a special commissioner for the purpose, after advertising the time terms and place of sale for more than thirty days previous thereto by written ~~or~~ printed notice posted at the front door of the court house of the said county and at the postoffice in the town of Pennington Gap, on some court day, will sell the land in the bill and proceedings mentioned known as lot No. 12 in Block No. 7 of the plat and plan of the town of Pennington Gap, at public auction to the highest bidder on a credit of 6 and 12 months, except a sum sufficient to pay the costs and commissions in this suit, which said sum he shall require to be paid down. For the Deferred payments he shall require of the purchaser to execute bonds payable to himself, in two equal installments, with good personal security. But before entering upon the duties required of him in this decree he shall execute bond in the penal sum of \$400.00 conditioned ^{as the law requires in such cases} before the clerk of this court. And he will report his action to court and this cause is continued.

report his action to court and his cause is continued.

4400.00 conditioned to before the clerk of this court. and he will of him in this matter he shall execute bond in the penal sum of personal security. But before entering upon the duties required bonds payable to himself, in two equal installments, with bond for the deferred payments he shall redire of the purchaser, to extend in this suit which said sum he shall redire to be paid down

Pennington Pap Sup Co

is. Decm no.

George Mather

O.D. P. 274

*Enter this
Nov. 12, 1895-*

W. J. M.

Pennington Pap Improvement Co., Compt.

Verona

17th December

Pennington's Gap Improv. Co.,

vs.

Geo. Mother.

To the Hon. J^{ms} S. Miller, Judge
of the Circuit Court for La. Co.

Your undersigned, special Comm.
who was on Nov. 12th 1895, appointed
in said cause to see the lot ~~there~~
mentioned, begs leave to report that
after advertising the time, terms and
place of sale of said lot for more
than 30 days at the front door of the
Court-house of this County and at
the post-office in the town of Pennin-
ton Gap, on Jan. 20th 1896, (that being
a Court day, and at the front door
of the Court-house of said County,
in the presence of a good crowd, he
offered said lot for sale at public
auction on the terms set in said decr;
and after considerable trying of said
sale, the same was knocked off to
said "Pennington's Gap Improvement
Company" at the price of \$30⁰⁰, &
its bid being the highest and best.

Through its officers it has paid me
and I now have in my possession
the (\$30⁰⁰) Thirty dollars to be paid

Duningtons Sup-
dopro. Co

no { Report of
Sale

Geo. Mottman

Filed Feb. 4th 1896.

A B Munsey Clerk

ack so your favor may direct.
All which is submitted
This Feb. 4th 1896

E. H. Dunington
Jas. Co.,

To Hon. Jas W^m J. Miller, Judge of the
Circuit Court for Lin Co.

By a decree entered in the Chancery
Court of the Pennington Co. Sup. Ct. vs.
Geo. Mothers on the 4th day of March
1896, the undersigned was appointed
a special commissioner to convey lot
No 12, in Block No 9, of Plot No 1 -
in the town of Pennington Co. -
to the Pennington Co. Improvement
Co.; and having made & executed
the said deed the same is here-
with filed, signed, sealed & ac-
nowledged; - Have having done all
that was required of me all
this is

Respectfully Submitted
R. L. Pennington
Spec. Commr.

Pennington Gap. Sep. 60.

25. { Report of Wend-

Geo. Mothman. Sept.

The Commonwealth of Virginia, ~~Sheriff~~ City of Bristol, Va.

To the ~~Sheriff~~ of the County of Lee--Greeting:

WE COMMAND YOU, That you summon

George Mathner

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *1st* Monday in *October*, 189*5*, to answer a

bill in Chancery, exhibited against *him* in our said court by

Pennington Gap Improvement Company a
corporation organized and doing business in
the State of Virginia.

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-
house, the *19th* day of *September*, 189*5*, and in the

120th year of the Commonwealth.

A B Munsey Clerk.

Pennington Gap Imp Co

SUPREMA

vs.

IN CHANCERY.

George Mathner

Pennington Prop. q.

To 1st Oct Rules,

Circuit Court.

Executed by delineating
an office copy
heretofore George
Mathner in the
City of Bristol Va
Sept 26th 1896

Jno. H. H. H. H.
Sergeant
Bristol Va.

Serpts fee 30 Cts paid

Peffer's Costs
 C 7.91
 S 50
 Tax 1.50
 atty 15.25

 24.16
 Coc 2.00

 25.16

Prumington's Exp. Imps. Co.

vs Bice in Chancery

George Mathews

1895 1st Oct rules bill filed
 Spa executed & Decree nisi
 " 2nd Oct rules D & Conf
 & Cause set for hearing
 " Nov Term Decree &
 Contd.
 1896 March Term Decree
 final Order Book
 Page 337.

Peffer's Costs Nov 1896-
 C 40.50
 Tax 1.50
 S 50
 atty 15.00
 Estimate 5.00

 26.98
 1.30 Com

 27.05

Sold to P. G. D. L. L.
 Aug for \$30-